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The Use of Akad Salam in Food Pre-Order Transactions from the Perspective of the Yellow Book of Fathul Qorib

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Abstract

The development of digital economy transactions has encouraged the rise of the pre-order (PO) system in the culinary business, which substantially resembles the salam contract (buying and selling orders) in classical fiqh. This study aims to examine the suitability of the practice of pre-ordering food in the community with the harmony and requirements of the salam contract based on the perspective of the Book of Fathul Qorib, in order to provide legal certainty for Muslim business actors and consumers. This type of research is normative juridical that is descriptive-analytical, combining literature studies (sharia economic law literature and the Book of Fathul Qorib) with field data through interviews with business actors and consumers. The results of the study show that there is a significant gap between the practice of pre-ordering in the field and the provisions of fiqh. Three main inconsistencies were found that triggered the element of gharar (uncertainty): **First**, the unclear specification and quantity of the ordered goods (al-muslam fih). **Second**, the implementation of a partial advance payment (DP) system, which violates the requirement of 100% early capital repayment (ra's al-mal) and has the potential to become a prohibition on buying and selling debt with debt. **Third**, the uncertainty of the order delivery deadline (death). Although these practices are prevalent and entrenched in society, the review of ushul fiqh classifies them as 'urf khauli (corrupt habits) because they are contrary to the absolute postulates of the Shari'a. This study concludes that the current food pre-order mechanism requires evaluation and restructuring of contracts such as certainty of specifications, timing, and adjustment of payment schemes so that transactions are legal, transparent, and in accordance with the principles of Islamic muamalah

Keywords: Pre-Order, Akad Salam, Fathul Qorib, Fiqh Muamalah, 'Urf Fasid

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INTRODUCTION

The rapid digital economy transactions have encouraged the rise of *pre-order systems* in various segments of the culinary business. The *e-Conomy SEA* report (2023) confirms the massive trend by noting the contribution of food delivery services in Indonesia, which reaches tens of billions of US dollars. The high dependence of the public on the deferred delivery model of buying and selling presents a challenge for Muslims to ensure their conformity with sharia principles. Given that the *pre-order mechanism* substantially resembles the salam contract in classical fiqh, an in-depth study of the legal basis of this contemporary transaction becomes very relevant and urgent.

Akad *salam* is one of the transaction instruments in *Islamic contract law* whose validity has been explicitly recognized by fiqh scholars across generations. Definitely, *salam* is a form of buying and selling in which the buyer submits payment in cash at the time of the contract, while the delivery of the goods that are the object of the transaction is suspended until a certain time that has been mutually agreed. The basis *of this contract ability* comes from the hadith of the Prophet Muhammad PBUH narrated by Ibn Abbas (may Allah be pleased with him). The evidence of the hadith that is the basis *of the salam contract* as quoted in the Book *of Fathul Qorib* is:

مَنْ أَسْلَفَ فِي شَيْءٍ فَفِي كَيْلٍ مَعْلُومٍ وَوَزْنٍ مَعْلُومٍ إِلَى أَجَلٍ مَعْلُومٍ

"Whoever makes a salaf (salam) transaction for something, then he should do it with a clear measure, a clear scale, and until a clear time." (HR. Bukhari and Muslim from Ibn Abbas)

This hadith is the main foothold of *Shafi'iyah* scholars, including Imam Ibn Qasim Al-Ghazi in *Fatul Qorib*, in determining that *the salam contract* is only justified if it fulfills the three main elements mentioned in the hadith, namely the clarity of the size or specification (*al-muslam fih*), the clarity of the price (*ra's al-mal*), and the clarity of the submission deadline (*ajal*). The scholars of *the madhhab*, including Imam Shafi'i who is the main basis of the book *Fathul Qorib*, stipulate a number of pillars and conditions that must be fulfilled in order for this contract to be valid and *avoid elements of gharar* (uncertainty) and *riba* (Adnan et al., 2022)

However, there is a gap between the practice *of pre-ordering* food and fulfilling the requirements of the *salam* contract in Fathul Qorib. A number of previous studies (Putri et al., 2025) with the title "*The Influence of the Definition of the Salam Agreement and the Application of Sharia Principles on the Suitability of Food Order Transactions in the Dewi Kitchen Business*" and by (Reza Safri Nasrullah et al., 2025) with the title "*The Concept of the Salam Agreement in Online Buying and Selling*

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Pre Orders in the Perspective of Islamic Law" prove the rampant cases of default due to unclear specifications of goods (*WASHF*), the absence of a definite handover deadline (*Ajal*), and the absence of an agreement on the location of the handover (*Makan al-Taslim*). This practice full *of gharar* (uncertainty) has the potential to cancel the validity of sharia transactions. Therefore, a comparative analysis between the reality in the field and the norms of classical fiqh is urgent to be carried out (Madani et al., 2025).

Based on the above description, this study aims to examine in depth the suitability of the application of salam contracts in food pre-order transactions with the perspective of the Book of Fathul Qorib, in order to provide *legal certainty* for Muslim business actors and consumers so that the transactions carried out are not only legally valid, but also have worshipful value and are free from things prohibited by Islamic law (Putri et al., 2025)

This research has two main objectives that are interrelated. First, to describe and analyze the mechanism *Pre-order* food transactions that develop in society in relation to the structure of the salam contract according to Fathul Qorib. Second, to evaluate the level *Compliance* between *Pre-Order Practice* which happens factually and the legal provisions of the salam contract are regulated in classical fiqh. This research is expected to contribute to two dimensions at once, namely the theoretical and practical dimensions. Theoretically, the results of this research can enrich scientific treasures *Islamic Economy* and contemporary muamalah fiqh, especially in terms of the application of *The concept of a greeting contract* for digital transactions and *Pre-order* in the modern era. Practically, this research is beneficial for Muslim culinary business actors to be able to *Pre-order activity* which is not only economically profitable, but also guarantees the validity of sharia. In addition, the results of this study can be used as a reference by fatwa institutions, academics, and the general public who want to understand the relationship between *Classical Fiqh* and contemporary economic practices more comprehensively.

LITERATURE REVIEW

Pre-order (PO) transactions are a contemporary trading model in which consumers order and pay (either in full or in part) in advance, while the object of the goods is not yet available or has just been produced and will be handed over at a later date. In the digital culinary business, this system is commonly used by business actors to reduce the risk of losses and ensure the availability of working capital before the production process begins.

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From the perspective of sharia economic law, the *pre-order mechanism* is in line with the characteristics of the *salam contract*. According to Ibn Qasim Al-Ghazi in *Fathul Qorib*, *salam* is the buying and selling of goods whose specifications are mentioned in the dependent, with deferred delivery and cash payment at the contract assembly. Although the object of the goods is not yet in physical form, the sharia provides an exception (*rukhsah*) to this contract by stipulating strict rukun (*arkan*) and conditions (*syurut*) to prevent *gharar* (uncertainty).

The five pillars that must be fulfilled include: buyers (*muslam*), sellers (*muslam ilaih*), ordered goods (*muslam fih*), price/capital (*ra's al-mal*), and ijab kabul (*shighat*). Based on *Fathul Qorib*, these pillars are only considered valid if they meet the following conditions:

1. Specification Clarity (*Washf*): The details of the type and quality of the goods should not be ambiguous.
2. Cash Payment: The price must be paid in full at the contract assembly to avoid buying and selling debt with debt.
3. Deadline (*Ajal*): The delivery time of the goods must be definitively agreed.
4. Place of Delivery (*Makan al-Taslim*): There must be a specific agreement regarding the location of the handover of goods.

Theoretically, the purpose and wisdom of the sharia *of salam* is to facilitate the smooth running of the community's economy through the principle of help-help (*ta'awun*). For business actors, this contract provides an initial working capital injection without the risk of usury. Meanwhile, for consumers, this contract guarantees the certainty of obtaining goods. The strictness *of Fathul Qorib*'s rules regarding harmony and the above conditions solely aims to protect both parties from potential disputes due to speculation and uncertainty.

RESEARCH METHOD

This research is a normative juridical legal research with a descriptive-analytical research nature, which aims to evaluate and examine the suitability of the practice of *pre-ordering* food with the concept of salam contract based on the review of the Book *of Fathul Qorib*. The collection of legal materials is carried out through library *research* or document studies. The legal materials used include primary legal materials, namely authoritative texts of jurisprudence of muamalah jurisprudence, especially the Book *of Fathul Qorib*; as well as secondary legal materials sourced from relevant scientific journals, books, and literature on sharia economic law. The analysis of legal materials is carried out in a normative

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qualitative manner using deductive reasoning, namely by examining the general principles of Islamic law (akad *salam*) to assess and conclude the validity of the current transaction, payment, and *pre-order* mechanism of food.

RESULTS AND DISCUSSION

Food Pre-Order Transaction Mechanism in Practice in the Community

The pre-order *system* for food products has now become an increasingly prevalent phenomenon in society. In general, *pre-order* is an order transaction mechanism that is carried out before the goods are physically available or before the production process begins, with the prerequisite of payment in full or in part at the beginning of the transaction.

In order to understand the implementation of the system in the field, the author conducted in-depth interviews with several business actors. Based on the results of the interviews, *the pre-order flow* that is practiced generally begins with communication between sellers and buyers through social media platforms or instant messaging applications. One of the business actors said the technicalities of the transaction: *"Usually, buyers contact us first via WhatsApp to determine the amount and type of order. After the order is recorded, the buyer transfers the payment at the beginning, only then we produce the order".*

The statement illustrates that the food *pre-order* mechanism has contained an element of prepayment which is the basic feature of the salam contract in fiqh muamalah. The development of digital technology has been proven to give birth to new dynamics in buying and selling practices, allowing people to transact online without physical meetings, where payments are made in advance while products are delivered at mutually agreed times (Riyanto & Fazriah, 2026).

The *pre-order mechanism* found in the field actually contains elements that are substantially very close to the concept of salam contract in muamalah fiqh. Buying and selling with a salam contract is in principle a transaction based on a pre-order agreement, which means that the delivery of goods is not carried out simultaneously at the time of the contract, but is postponed until a certain time that has been agreed upon by both parties, with the payment system carried out at the beginning of the agreement (Nurhasanah, Rizky Trianda, et al., 2023). The similarities between these two mechanisms reflect the universality of Islamic fiqh principles in accommodating various transaction models that continue to evolve over time.

However, from the results of in-depth interviews with consumers, it was revealed that most of them make transactions solely based on personal beliefs

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without an understanding of the Islamic legal aspects underlying the practice. One consumer revealed:

"I ordered because I already knew the seller, I didn't think too much about halal haram, the important thing is that it tastes good and on time."

The lack of legal awareness is a serious problem, considering that the validity of a contract in Islamic law does not solely depend on the willingness of both parties, but also demands the fulfillment of all the pillars and requirements of fiqh scholars. This condition is in line with the finding that although *the pre-order system* generally resembles a greeting contract, there are still shortcomings in the fulfillment of harmony and perfect conditions, especially related to the certainty of delivery time and clarity of goods specifications (Siswadi Halisaswita & Adnan, 2025).

On a more specific level, *the practice of pre-ordering* in the field features a variety of different levels of formality. Some business actors manage *a relatively organized pre-order* system through product catalogs on social media. On the other hand, some others run *pre-orders* in a more informal way that relies solely on verbal communication or text messages without adequate written documentation. One of the business actors said: "We don't use a special form, just chat, later when the deal is done, ask for a transfer immediately." This difference in the level of formality has significant implications from the point of view of Islamic law, given that clear documentation is an important instrument to ensure the fulfillment of all the requirements of the salam contract. The implementation of salam contracts that are in line with sharia principles in line with fair and transparent business practice standards in the digital era will bring many benefits to transaction actors as well as alternative solutions in supporting the sharia ecosystem on *online platforms* (Ainurrohmah et al., 2025).

In addition, the inclusion of the digital dimension in these transactions has given birth to new challenges unknown in classical fiqh, such as the absence of physical meetings and the use of electronic wallets as a means of payment. *Marketplaces* that provide prepaid features through minimarket outlets, bank transfers, and *e-wallets* have actually provided infrastructure to support the implementation of this kind of transaction. A salam contract is a contract that allows the seller and buyer to transact with an upfront payment while the goods are delivered at a later date, so it has great potential to be applied in various forms of contemporary transactions including digital *pre-orders*.

Another aspect that is no less important is the role of trust as the main foundation of transactions. Trust between sellers and buyers is built through

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informal mechanisms such as reputation from customer reviews and word-of-mouth recommendations. While effective in maintaining the smooth running of business, from the perspective of Islamic law, informal mechanisms cannot replace the need to substantively meet the formal requirements of a salam contract. The application of the principle of greeting contracts to *pre-order sales* in *online stores* not only strengthens aspects of sharia law, but also increases trust between sellers and buyers in a real and measurable way (Reza Safri Nasrullah et al., 2025).

The social dimension of this practice also deserves special attention. Pre-order-based food ordering is generally carried out by micro and small business actors who are part of the Muslim community who have a strong attachment to religious values. When they learn that the *pre-order* practice that has been carried out has a basis in the form of a greeting contract, the response that arises is a genuine curiosity to learn more about the terms. This enthusiasm is a very valuable social capital to be used by Islamic educational institutions and community organizations to encourage the realization of a productive and blessed Muslim culinary business ecosystem. Transactions in the *marketplace* can be considered in accordance with sharia as long as the seller and buyer comply with the agreement that has been made and avoid fraudulent practices or *gharar* that have the potential to harm one party (Riyanto & Fazriah, 2026).

Suitability of Food Pre-Order Transactions with the Pillars and Terms of the Greeting Agreement According to the Book of Fathul Qorib

The book Fatul Qorib by Imam Ibn Qasim Al-Ghazi contains a very detailed and systematic description of the pillars and provisions of the salam contract. In the book, Imam Ibn Qasim Al-Ghazi bases the entire discussion of the salam contract on the hadith of the Prophet Muhammad PBUH narrated by Ibn Abbas, namely:

مَنْ أَسْلَفَ فِي شَيْءٍ فَفِي كَيْلٍ مَعْلُومٍ وَوَزْنٍ مَعْلُومٍ إِلَى أَجَلٍ مَعْلُومٍ

"Whoever makes a salaf (salam) transaction for something, let him do it in a known measure, a known scale, and until a known time." (HR. Bukhari and Muslim)

This hadith is the starting point for Imam Ibn Qasim Al-Ghazi in formulating that a contract of salam is only justified if it fulfills the special conditions expressly mentioned in the text of the hadith. Broadly speaking, the contract of salam requires the fulfillment of the main elements which include al-muslam (buyer), al-muslam ilayh (seller), al-muslam fih (goods ordered), ra's al-mal (capital or price paid), and ajal (tempo or deadline for delivery of goods). If any of these conditions are not met, then the contract becomes legally defective and potentially contains elements of gharar that are prohibited by Islamic law.

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The contract of salam as a contract in Islamic law allows the seller and the buyer to enter into a transaction where payment is made in advance while the goods are delivered at a later date, and this mechanism has enormous potential to be applied in various forms of contemporary transactions (Adnan et al., 2022)

Based on the results of the analysis *of food pre-order* practices that occurred in the field, it was found that not all business actors met all these requirements consistently and thoroughly.

First, regarding the clarity of the specifications of goods (*al-muslam fih*), some business actors have indeed mentioned the type of food ordered such as pempek submarines, lenjer, or adaan, but not all of them provide detailed explanations of the size, weight per piece, composition of the main ingredients, and quality standards that must be met. A business actor admitted: *"We only say type and price, about size and weight, yes our own standards, we don't explain it to buyers."*

In Islamic law, gharar means that there is ambiguity, uncertainty, or unseen risks, so that one party feels like buying a cat in a sack. If it is directly related to the pre-order (PO) phenomenon in this study, the gharar element does not mean that the food product does not exist or is fictitious, but because of important information that is not clearly explained when the transaction is agreed. Based on the data found by the author, the practice of selling food with the PO system contains many elements of gharar. The two most dominant main points are the lack of clarity about the size of the goods being traded and the uncertainty regarding the delivery time of the goods. In terms of goods, sellers usually only mention the type of pempek without providing information about the exact weight or gramation, and only hide behind the sentence "using the seller's own standards".

While in the book of fathul qarib there is a sentence that states

أَنْ يَكُوْنَ جِنْسًا لَمْ يَخْتَلِطْ بِهِ غَيْرُهُ

فَلَا يَصِحُّ السَّلَمُ فِيْ الْمُخْتَلِطِ الْمَقْصُوْدِ الْأَجْزَاءِ الَّتِيْ لَا تَنْضَبِطُ كَهَرِيْسَةٍ وَمَعْجُوْنٍ

The ordered goods must be of a type that does not mix with other types. So it is illegal to make a salam contract on goods that are mixed with basic ingredients and the boundaries are unclear, such as jenang harisah and ma'jun oil. From this sentence, we can conclude that in terms of the conditions of the type of goods have not been met.

Second, related to prepayment (*ra's al-mal*), the results of the data collected by the researcher. Some business actors do require full repayment at the beginning, but others only ask for a down payment (DP) of fifty percent of the total price, with the remaining payment paid in full when the goods are handed

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over. A business actor stated: *"We ask for the first half of the down payment, the rest must be paid when picking up the goods, so that the buyer does not run away."* This kind of practice is considered problematic in fiqh and completely voids the salam contract. One of the most basic conditions, according to *Fathul Qorib*, is that all prices must be submitted in full (100% cash) on the contract before the two parties part ways (*qabdh ra's al-mal qabla al-tafarruq*). In the view of Shafi'iyyah scholars, the DP system cannot be accommodated in a salam contract because it would force transactions on the prohibition *of buying and selling kali' bi al-kali'* (exchanging debt for debt; goods do not exist, the money has not been paid off).

While Ibn Qasim al-Ghazi in the book of fathul qorib states

(وَ) الرَّابِعُ (أَنْ لَا يَكُوْنَ) الْمُسْلَمُ فِيْهِ (مُعَيَّنًا) بَلْ دَيْنً
فَلَوْ كَانَ مُعَيَّنًا كَأَسْلَمْتُ إِلَيْكَ هَذَا الثَّوْبَ مَثَلًا فِيْ هَذَا الْعَبْدِ فَلَيْسَ بِسَلَمٍ قَطْعًا وَلَا يَنْعَقِدُ أَيْضًا بَيْعًا فِيْ الْأَظْهَرِ

"The goods ordered must not be muayyan (predetermined), but must be in the form of debt. So, if the muslam fih has been determined, such as "I handed over this shirt to you to order this slave", then surely it is not a salam contract, nor can it be valid as a bai' contract according to the opinion of adlhar''. From what Ibn Qasim said, we can conclude that the Quotation from the translation *Fathul Qorib* is very appropriate. The essence of Akad Salam is indeed buying and selling **Item Criteria**, not the physical buying and selling of certain goods. Therefore, the goods have the status of "debt/dependent" of the seller to be adopted from anywhere, as long as they are in accordance with the nature and criteria agreed upon during the contract.

Third, related to the provision of delivery time (*Death*), findings in the field show that not all business actors set clear, definite, and firm deadlines for their consumers. One consumer shared his experience: *"The seller said two to three days, but it could be a week, no certainty of the exact date."* The uncertainty of the timing of the handover is directly contrary to the conditions of death in the contract of greetings which require a certain time and must not be ambiguous (Madani et al., 2025)

فَإِنِانْضَبَطَتْأَجْزَاؤُهُصَحَّالسَّلَمُفِيْهِكَجُبْنٍ

"If the ingredients are clear in size, then it is legal to make a salam contract on the item like butter." From this sentence, we can understand that both are legal instruments in the Salam Agreement to ensure that the transaction is transparent, measurable, and does not harm one of the parties.

An equally crucial aspect to analyze is the existence of *khiyar* or voting rights that should be available to both parties in a contract that is valid according to Islamic law. In pre-order transactions, khiyar rights for consumers are often not explicitly formulated. This condition is very different from the ideal

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provisions in the salam contract according to *Fathul Qorib*, where the seller is obliged to hand over the goods in accordance with the specifications that have been agreed upon at the time of the contract, and if the goods handed over are not suitable, the buyer has the right to refuse and demand the fulfillment of obligations or cancellation of the contract (Adnan et al., 2022) .

In addition, *Fathul Qorib* expressly requires that *al-Muslam Fih* must be an item of a detailed nature and available on the market at the time of the specified delivery. In the context of food as an object of contract, this condition can basically be fulfilled considering that food is a product that has characteristics that can be described specifically. However, the problem is that not all business actors have standard and consistent production standards, so the quality of the products handed over to consumers can vary from one time to another (Chandra Kurniawan et al., 2024)

Fiqh muamalah can review the habits of the community through '*Urf Khauli*.when the habits of the society are contrary to the sharia, then it is considered as '*urf khauli,* even though it is deeply rooted in society.

CONCLUSION

In conclusion, in Islamic law (Ushul Fiqh), if a custom of society is contrary to the sharia, then the appropriate term to call it is **Urf Qauli** (broken/rejected habits), not just *Urf Qauli*. *Urf Qauli* Neutrally it only means "people's habits in using certain words/terms".

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agreement between the two parties, as well as providing an opportunity for buyers to see and choose to make transactions via the internet or e-commerce. In the digital era that continues Article 45 paragraph 2, where violators can be sentenced to a maximum of six years in prison and. 2(1), 36–47. https://doi.org/10.70742/arjeis.v2i1.406

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